Bruhat Bangalore Mahanagara Palike

OFFICE OF THE EXECUTIVE ENGINEER,
BYATARANAPURA DIVISION
BANGALORE - 560092

SHORT TERM TENDER NOTIFICATION

Providing Emergency relief task force team to Yelahanka Zonal Control Room for the year 2023-24. for 365 days.

BRUHAT BANGALORE MAHANAGARA PALIKE

THROUGH E-PROCUREMENT PORTAL

LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	11.07.2023 (up to 4.00 PM)
TIME AND DATE OF OPENING OF TECHNICAL BID	:	13.07.2023 (at 11.05 PM)
OPENING OF FINANCIAL BID	:	As per E-Procurement Portal
PLACE OF OPENING OF TENDERS	:	OFFICE OF THE EXECUTIVE ENGINEER, BYATARANAPURA DIVISION, BBMP,
ADDRESS FOR COMMUNICATION	:	Executive Engineer, Byatarayanapura Division, No. 2152/20, Defence Colony, Sahakara Nagara,Bangalore-92

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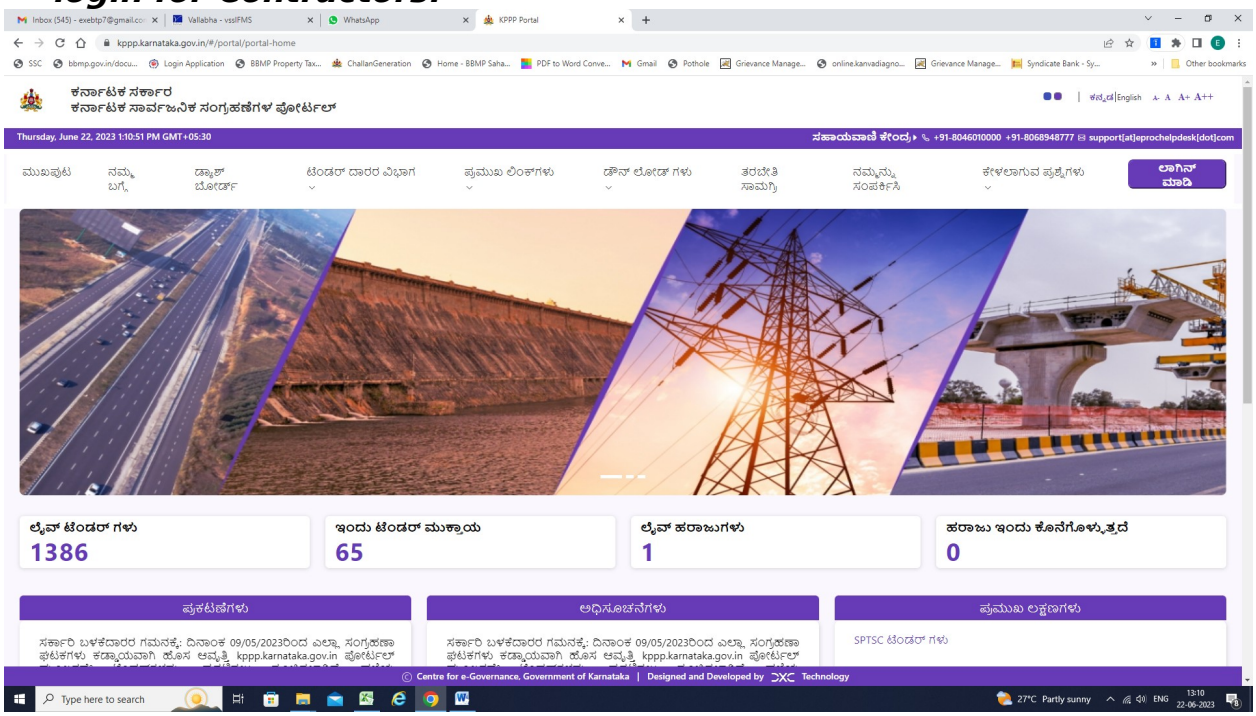
SECTION 1

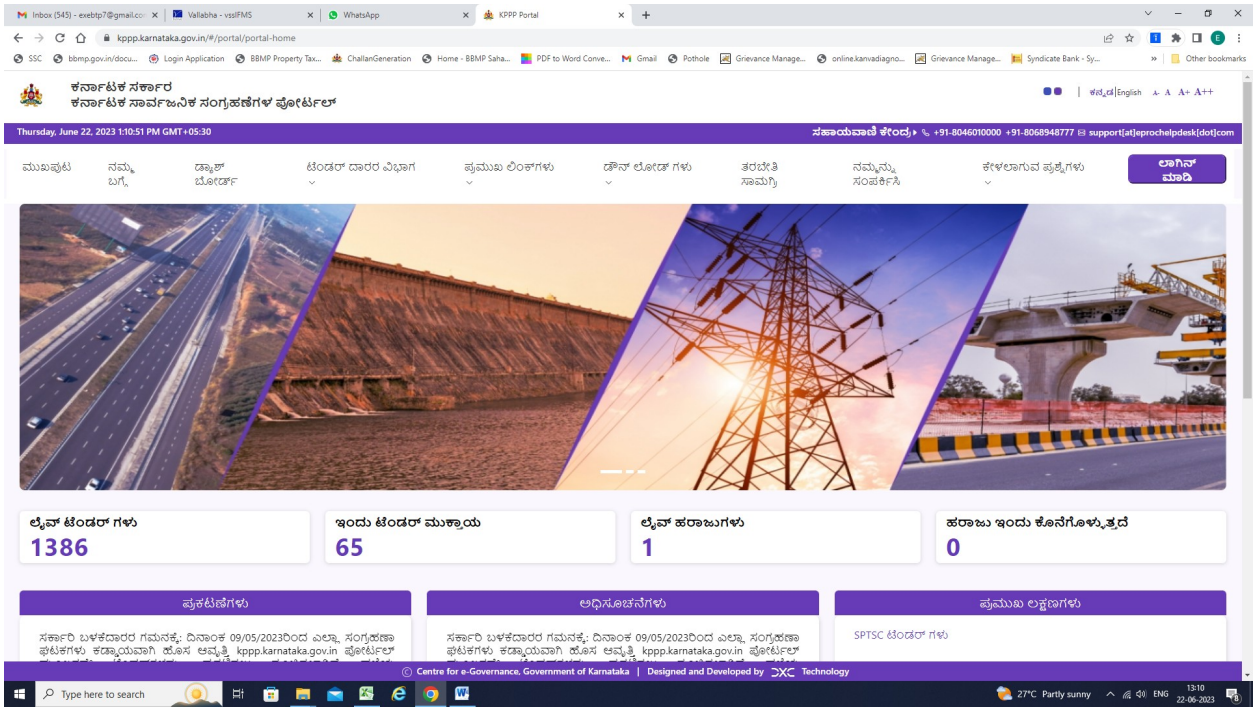
1. INVITATION FOR BIDS

1.1 The Executive Engineer, Byatarayanapura Div, Yelahanka Zone, BBMP, Bangalore invites tenders from eligible bidders, **Providing Emergency relief task force team to Yelahanka Zonal Control Room for the year 2023-24** for 365 days(.. ***Two Cover Bid procedure as per Rule28 of the KTPP Act shall be followed. The Bidders are required to submit two separate sealed covers, one containing the Earnest money deposit and the details of their capability to undertake the tender, which will be opened first and the second cover containing to the price Bid which will be opened only if the Bidder is found to be qualified.***

1.2 Bids documents may be downloaded from Government of Karnataka Public Procurement Portal website https://kppp.karnataka.gov.in/#/portal/portal-home under login for Contractors:



After login to Contractors, Please scroll down to the right side bottom to see List of Bids, Please click there to find the details of NIT and download copy of the bids. The bids can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit on line transaction fee for bids after registering in the portal. The transaction fee is non-refundable if you wish to participate.



1.3.Bids must be accompanied by earnest money deposit which will be paid on online through e-Procurement portal.

1.4.Bids must be electronically submitted (on-line through internet) with in the date and time published in e-procurement portal. First Cover Bids will be opened at prescribed time and date in the e-procurement portal in the presence of the Bidders who wish to attend at Office of the Executive Engineer, Executive Engineer,
Byatarayanapura Division,
No. 2152/20, Defence Colony,
Sahakara Nagara,Bangalore-92

1.5. Other details can be seen in the bid documents.

TABLE

Sl No.	Name of Tender	Amount Put to tender (in Lakhs)	Earnest Money Deposit (in Rs)	Tender processing fee (Rs)
1	**Providing Emergency relief task force team to Yelahanka Zonal Control Room for the year 2023-24**	99.00	198000/-	As per e-portal

SECTION 2

2. SCOPE OF WORK

The Bidder is required to supply manpower, Machinery and other tools as Specified in Schedule – B to the Yelahanka Zonal control room.

The staff will be on the rolls of the **Service Provider** herein after referred as "**SERVICE PROVIDER**" and shall not have any claim for continuation in Bruhat Bangalore Mahanagara Palike herein after referred to as "**BBMP**", and SERVICE PROVIDER shall be liable to comply with all the requirements of laws of the land and rules/regulations of BBMP and Government of Karnataka and India.

The additional requirement of a short period to meet the Peak Operational Requirement if any, on day to day basis is also to be met with at the same rate quoted for regular work.

SECTION 3

3. INSTRUCTIONS TO TENDERERS

3.1 Eligible Bidders

3.1.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BRUHATH BANGALORE MAHANAGARA PALIKE

3.1.2 Tenders from Joint ventures are not acceptable

3.2 Tender capacity/ qualification criteria

3.2.1 The agency shall be registered Individual / Company registered with BBMP / CPWD/ KPWD / railways / registered manpower agency/ MES or any State Government Organizations of Eligible class to carry out such services with valid licenses.

3.2.2 The Bidder shall have past experience for having executed similar nature of single work in the last five years / service costing not less than 50% of the amount put tender. The Work done certificate shall be issued by not below the rank of Executive Engineer duly indicating amount of work done.

3.2.3 The bidder shall have a minimum turnover of Rs. 198.00 lakhs in any 2 years of the preceding five (05) financial years Supported by CA Certificates.

3.2.4 The Bidder shall posses required LCV, Pump sets, Equipments as specified in BOQ & Man Power required either own or leased, a supporting document to this effect shall be furnished.

3.2.5 The bidder shall furnish balance sheet of Preceding 3 years duly certified by CA.

3.2.6 The bidder shall furnish registration copy of GST, TIN/IT, EPF, Labour
Karnataka / Government of India for Carrying out such services contract.

3.2.7 The Agency should quote Labour Wages as per prevailing minimum wages Labour Act. (Basic pay+VDA Employer share of PF and ESI as per present norms GST and applicable Taxes and service charges.) A failure to quote the same will be rejected even after opening of Financial Bid. This minimum Wages should be inclusive of all applicable taxes & components as per norms of Labour department

3.2.8 The Bidder shall carryout above the work during contract period round the clock in 3 Shifts of 8 hours each from the date of entrustment Certificate of satisfactory performance for the same has to be furnished.

3.2.9 The bidder should own sufficient data bank of candidates so that continuity of service is maintained and supplied to BBMP.

3.2.10 The Bidder Should upload 2 years past PF and ESI Paid Receipts.

Note: The Bidder shall upload all the scanned copies of technical bid documents. The original document shall be produced for evaluation, if required failing which such bids are liable for disqualification.

3.3 Cost of Bidding.

The Bidder shall bear all costs associated with the preparation and submission of their bid and BBMP, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.4 Contents of Bidding Documents.

3.4.1 The bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the Bidding Documents include:

a. Instruction to Bidders (ITB)
b. General Conditions of Contract (GCC)
c. Special Conditions of Contract (SCC)
d. Schedule of Requirements
e. Technical Specifications/Qualification criteria
f. Bid Form and Price Schedules
g. Contract Form

3.4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the Bidding documents in every respect be at the bidder's risk and may result in rejection of their bid.

3.5 Clarification of Bidding documents

prospective bidder requiring any clarification of the bidding documents may notify The Executive Engineer, Byatarayanapura Div, Yelahanka Zone, BBMP, Bangalore in writing, fax or email at the mailing address indicated in the invitation for bid not later than 7 days prior to date of opening the Technical bid. The Executive Engineer, Byatarayanapura Div, Yelahanka Zone, BBMP, Bangalore will respond to any request for clarification of the bidding documents prior to the deadline for submission of bid prescribed.

PREPARATION OF BID

3.6 Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged should be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language (Kannada) provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shall govern.

3.7 Documents Comprising the Bid

The bid prepared by the bidder shall comprise the following components:

(a) A bid form and price schedule completed in accordance with terms and conditions.
(b) The documentary evidence to establish the bidder is eligible to bid and is qualified to perform the contract if their bid is accepted
(c) Documentary evidence to establish the **ancillary** services to be supplied by the bidder shall conform to the bidding documents
(d) Bid security deposit furnished in accordance with the terms and conditions.

3.8 Bid Form

3.8.1 Hard copies including original will have to be provided at the time of the Technical evaluation as per the request

3.8.2 Technical details should be submitted along with documentary proof otherwise evaluation will be done ignoring that item is not available. This format should not be changed in any manner. Addition/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.8.3 Rates should be quoted in the Annexure for Fees Structure for Supply of Manpower (Financial bid) This format should not be changed in any manner Additional/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.8.4 The bidder is requested to examine all instructions, forms, terms and specifications in the Bid Documents, failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of the Bid.

3.8.5 At any time, prior to the date of submission of bid/ BBMP may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

3.8.6 The amendments shall be notified in e-procurement portal and these amendments will be binding on them.

3.8.7 Bid security of unsuccessful bidders shall be returned after the tender awarded and accepted by the successful bidder.

3.9 Bid Prices

3.9.1 The supplier shall quote price as per fee structure annexure attached to bid document. The composite price should indicate all the types of Taxes, including GST etc., as applicable from time to time.

3.9.2 The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.10 Bid Currencies.

Prices shall be quoted in Indian rupees only.

3.11 Documents establishing bidder's eligibility and qualifications

The Bidder shall furnish, as part of its bid documents establishing the bidder's
eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

3.12 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall establish to the BBMP satisfactions.

(a) That the bidder has the financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the qualification requirements. To this end, all bids submitted shall include the following information;

(i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc

(ii) Details of experience and past performance of the bidder on IT-enabled services within the past three years and details of current contracts in hand and other commitments

3.13 Documents establishing service conformity to bidding document

3.13.1 The bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all service and services which the bidder proposes to supply under the contract.

3.14 Bank Security Deposit

3.14.1 The Successful bidder's security will be discharged upon the bidder's acceptance of the award of CONTRACT SATISFACTORILY and furnishing the performance security.

3.14.2 The Bank security deposit is required to protect the BBMP against risk of bidder's conduct which would warrant the security's forfeiture.

3.14.3 The security shall be in Indian Rupees and shall be as under.

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/bid processing fees Over The Counter (OTC) in any of the designated Axis Bank branches listed in the e-Procurement web-site (www.eproc.karnataka.gov.in), the contractor/supplier will need to log into e-Procurement system, access the bid for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The supplier is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure

If a contractor/service Provider chooses to make payment of EMD/bid processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the bid for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank Transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred has to be inputted in the e-Procurement system as part of its bid.

The supplier bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at Axis Bank

EMD amount will have to be submitted by the supplier taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at Axis Bank until the contract is closed.

b. The entire EMD amount for a particular bid has to be paid in a single transaction
For details on e-Payment services refer to https://kppp.karnataka.gov.in/#/portal/portal-homefor more details on the process.

3.15 Any bid not secured in accordance with Terms and conditions above will be rejected by the BBMP as non-responsive.

3.16 The successful bidder's bid security deposit will be discharged upon the bidders signing the contract.

3.17 The bid security deposit may be forfeited;

(a) If a bidder withdraws its bid during the period of bid validity of the bid.
(b) In case of successful bidder, if the bidder fails;
- i) To sign the contract.
- ii) To furnish performance security.
- iii) A bid not secured in accordance with tender requirements shall be rejected by the BBMP as non-responsive at the bid opening stage.
- iv) The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

3.18 Format and Signing of Bid

Bidder shall submit the Bid electronically before the submission date and time published in e-procurement portal.

SUBMISSION OF BIDS

3.19 Sealing and Marking of Bids

Bidder shall submit the Bid electronically before the submission date and time published.

3.20 Deadline for submission of bids

3.20.1 Bids must be submitted on-line in the e-Procurement portal before the notified date and time.

3.20.2 The BBMP may extend the deadline for submission of bids by issuing an amendment, which in case all rights and obligations of the BBMP and the Bidders previously subject to the original deadline will then be subject to the new deadline.

3.21 Late Bids

3.21.1 In online e-procurement system, Bidder shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available.

3.22 Modification and Withdrawal of Bids

3.22.1 Bidder has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the e-procurement portal.

3.22.2 The Bidder may withdraw their Bid before the notified last date and time of Bid submission.

3.23 Bid validity

3.23.1 The bids shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected as non-responsive.

3.23.2 A bidder accepting the request of BBMP for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify their bid.

BID OPENING AND EVALUATION

3.24 Opening of Bids

3.24.1 BBMP will open online the First Covers of all the Bidders received through e-procurement portal, in the presence of the Bidders or their authorized representatives on the date, time and the place specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the BBMP, the Tenders will be opened at the appointed time and location on the next working day.

3.24.2 BBMP shall inform the bidders on the Second Cover Tender opening.

3.25 Process to be confidential

3.25.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by the Bidder to influence the BBMP's processing of Bids or award decisions may result in the rejection of their Bid.

3.26 Clarification of Bids

3.26.1 During evaluation of Bids, BBMP may, at their discretion, ask any Bidder for clarification of their Bids, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

3.27 Preliminary Examination

3.27.1 Prior to the detailed evaluation of Bids, the BBMP will determine whether each bid; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Bid documents.

3.27.2 A bid determined as not substantially responsive will be rejected by the BBMP and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3.28 Evaluation and Comparison of Bids.

3.28.1 BBMP will evaluate and compare only the bids determined to be substantially responsive.

3.28.2 If there is a discrepancy, between words and figures and amount in words shall prevail. Prior to detailed evaluation, BBMP will determine the substantial responsiveness of each bid to the bid documents. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without any material deviation. A bid determined as non-responsive will be rejected by BBMP.

3.29 Contacting BBMP

3.29.1 No bidder shall contact BBMP on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

3.29.2 Any effort by a bidder to influence BBMP in bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.

3.29.3 A pre-bid meeting shall be conducted with the bidders on Specified date as per the Tender Notification.

AWARD OF CONTRACT

3.30 Duration / Period of Contract

The contract will be awarded for 12 months(365 days)

3.31 Award of Contract

BBMP shall consider placement of letter of Acceptance to those bidders (in duplicate) whose offers have been found acceptable. The bidders shall return one copy of the LOA in token of their acceptance along with the performance security and as per format shown in bid document within three days.

3.32 BBMP reserves right to vary quantities at time of award

BBMP reserve the right at the time of award of contract to increase or decrease up to 25% of the required quantity of services specified in the schedule of requirements without any change in charges.

3.34 BBMP reserves right to accept any bid and to reject any or all bids

BBMP shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of BBMP.

3.35 Performance Security

3.35.1 The successful bidder shall be required to deposit performance security deposit as per letter of acceptance.

3.35.2 Performance Security shall be submitted in the form of demand draft issued by a Nationalized Bank other than co-op banks /unconditional Bank Guarantee in the Performa of the bid document. The performance security does not bear or earn any interest.

3.35.3 Performance Security will be discharged after completion of service provider’s performance obligations under the contract.

3.35.4 If the service provider fails or neglects any of their obligations under the contract it shall be lawful for BBMP to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3.36 Signing of contract

3.36.1 Signing of Agreement shall constitute the award of contract on the bidder.

3.36.2 Upon furnishing the Performance Security by the successful bidder, BBMP shall discharge their bid security.

3.37 Annulment of Award

3.37.1 Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BBMP may make the award to any other bidder at the discretion of BBMP or call for new bids.

3.38 Terms of payment

3.38.1 Bidder/service provider should submit his bill for work done/service provided with all relevant documents such as EP, ESI, GST etc., and the payment shall be made as per the norms.

3.39 Termination of Contract

3.39.1 In case of any default by the service provider and in any of the terms & conditions (whether General, special statutory), BBMP may without prejudice to any other right/ remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving one months notice in writing to the service provider.

3.39.2 All instructions, notice and communications etc., under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post these would have been delivered to the service provider.

3.39.3 Notwithstanding anything contained herein BBMP also reserves the right to terminate the contract at any time or stage during the period of contract, by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.

3.40 Termination for Insolvency

3.40.1 BBMP may also give in writing notice and without compensation to the service provider terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

3.41 Insurance

3.41.1 The insurance cover protecting the agency against all claims applicable under the workmen's compensation ACT 1948 and other statutory laws shall be taken by the service provider. The service provider shall arrange necessary insurance cover for any person deployed by him even for short duration. In the event of any liability / claim failing on BBMP the same shall be reimbursed / indemnified by the service provider.

3.42 Prices

3.42.1 The rates should be on monthly basis. The rate quoted will be inclusive of all components and applicable Taxes.

3.45 Price revision

3.45.1 No escalation is admissible on any account what-so-ever during the contract period

3.46 Force Majeure

3.46.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics,

quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notices of happenings, of any such eventuality is given by either part to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after which an event may come to an end or cease to exist, and the decision of BBMP as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such even for a period exceeding 60 days either part may, at their option terminate the contract.

3.47 Arbitration

3.47.1 In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Commissioner of BBMP or any other person appointed by him. In case their designation is changed or their office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Commissioner or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates their office on resignation or otherwise or refuses to do work or neglecting their work or being unable to act as Arbitrator for any reasons, whatsoever, the Commissioner of BBMP shall appointed another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BBMP or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of their duties as a BBMP employee he has expressed their views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and conciliation Act 1996, or any statutory modification or re-enactment three of any rules made thereof.

3.47.2 The venue of Arbitration proceedings shall be at Office of JC(Yelahanka), Zonal offices, or such other place as the arbitrator may decide.

3.47.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award Subject to aforesaid arbitration and conciliation Act 1996, and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings this clause.

3.48 Set off (Recovery of Sum Due)

3.48.1 Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by BBMP and set off the same against any claim of BBMP for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with BBMP.

3.48.2 In the event said security deposit/ performance guarantee being insufficient the balance of total amount recoverable, as the case may be shall be deducted from any sum of due to the Service Provider under this or any other contract with BBMP should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to BBMP on demand the balance amount, if any, due to BBMP within 30 days of the demand by BBMP.

3.48.3 If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good, the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

3.49 Other Statutory Obligations and General Term & Condition

1. Service provider here in after called "SP" shall be incorporated under the companies Act of 1956 adhering to all State / Central Government laws / Acts under contract Labor Laws
2. Service provider will obtain necessary specific License from the Labour Department / Inspector of Factories / Shops / Labour for undertaking service Contracts.
3. **If the service contract continues beyond the period of 12 months, then the SP shall have to renew the license/contract.**
4. SERVICE PROVIDER shall comply with all terms / obligations including record maintenance as per contract Labor (Regulation and Abolition) Act, 1970 and Workmen's Compensation Act.
5. Wages / Salaries will be as per the compliance of Minimum Wages Act. If the SP do not adhere to the Minimum Wages Act, the BBMP shall reserve the right to deduct the such amount payable to the SERVICE PROVIDER that fall short of the Minimum Wages Act and pay directly to such of the persons to whom such short amount was paid by the SP.
6. SERVICE PROVIDER should provide sincere and dedicated staff and ensure that the staffs possess prescribed qualification and experiences.
7. The candidate should be 18 years above and be well versed in Kannada.
8. The staff engaged by the SERVICE PROVIDER should be courteous, well mannered and with clear antecedents.
9. Proposed name, address and telephone number of the staff, who will attend the duties will have to be furnished with the agreement entered, into after verification of the same.
10. The SERVICE PROVIDER shall not change the staff frequently, any Change without Drawing Officers consent No attendance and no payment will be made for the same.

11. The SERVICE PROVIDER alone will be responsible for payment of gratuity, contribution towards ESI/PF and other benefits as per Labor laws and the BBMP shall not be liable for any claims or disputes.

12. The SERVICE PROVIDER shall be liable for all violations of laws, rules and regulations.

13. The staff of the SERVICE PROVIDER shall not have any claim for continuation in BBMP and SERVICE PROVIDER shall be liable to comply with all the requirement of laws. The BBMP will not provide any residential or transport facility.

14. The monthly rate will be calculated on the basis of the number of days of actual labour deployment, the attendance has to be certified by the concerned in charge officer.

15. The zonal AC(F) / CAO to deduct income tax and other taxes as applicable and as per the existing rules, Act(s) and notification from time to time.

16. The SERVICE PROVIDER shall make necessary and prompt arrangement of alternative staff in case the staff engaged proceeds on leave for more than 2 days. The data regarding the staff engaged / changed / withdrawn should be linked and updated to the BBMP data base on daily basis, 24**X**7 as per RTI provisions.

17. In the event of default on part of the SERVICE PROVIDER to provide requisite number of staff during the period of contract, the contract will be terminated and entrusted to another SERVICE PROVIDER / Firm at the risk and cost of the defaulting SERVICE PROVIDER / Firm.

18. If at any point of time during the currency of contract, BBMP finds that the services rendered by the SERVICE PROVIDER are found unsatisfactory, it will be at liberty to obtain the services from alternative source at the risk and cost of SERVICE PROVIDER.

19. The personnel are employees of SERVICE PROVIDER will be subject to their overall control and superintendence and they are not subjected to any rules, regulations and service conditions of the BBMP.

20. The BBMP shall pay to the SERVICE PROVIDER for their services under this agreement for supply of staff/job, the charges inclusive of Applicable tax as applicable from time to time. The SERVICE PROVIDER shall submit a tax invoice inclusive of service tax for securing each such payment Responsibility of payment of service tax to the concerned authorities shall lie with the SERVICE PROVIDER. However, proof of such payment to be furnished to the BBMP, Assistant Controller (Finance) for records.

21. Notwithstanding anything contained in this tender, the SERVICE PROVIDER shall be liable for any loss / damage, delay or acceptance of whatsoever nature whether direct or indirect or which have occurred / resulted solely from the negligence, gross negligence or willful default of the SERVICE PROVIDER or their employees or agents employed by them in connection with the contract.

22. The SERVICE PROVIDER will not do or permit to be done anything, which might cause any breach or infringement of the laws and regulations.

23. If the SERVICE PROVIDER fails to meet the obligations under this agreement for any reasons within the control of SERVICE PROVIDER, the BBMP may give notice to the SERVICE PROVIDER of the default, requiring them to rectify/remedy it as soon as practically possible. In the event that the SERVICE PROVIDER fails to rectify/remedy within 2 days, to the satisfaction of the BBMP, the BBMP shall be entitled to terminate the Agreement with immediate effect by notice in writing at risk and cost of the SERVICE PROVIDER.

24. Any notice to be given by either party to the other party shall be in writing may be sent by E-mail, Fax, registered post of by personnel service with due acknowledgment.

25. The address of the parties for service of such communication shall be as intimated in writing from time to time.

26. Add/Joint/Deputy Commissioner/CE/SE/EE, of yelahanka zone, BBMP. Shall have the right to instruct in writing to the SERVICE PROVIDER to remove any person engaged for rendering services on account of misconduct or not found co-operative or unfit otherwise.

27. The SERVICE PROVIDER shall supply to each of the workers engaged by him a valid identity card. The identity card so supplied shall bear the worker's name, designation, signature and attested copy of photograph, age and blood group. The SERVICE PROVIDER shall ensure that, these employees always carry with them their valid identity card while on duty. The workers may not be permitted to perform the work in case they do not carry the valid identity cards.

28. The SERVICE PROVIDER not to take any action in relation to handling their employees as may adversely affect the existing labour relations of the company and cause dispute and unrest of the employees of the company. If he does so, he is liable to pay damages to BBMP.

29. It is expressly understood and agreed by and between SERVICE PROVIDER and BBMP that, BBMP is entering into this agreement solely on its own behalf and not on behalf of any other person or entity, in particular, it is expressly understood and agreed that the Government of Karnataka or Government of India is not a party to this agreement and has no liabilities, obligation of rights hereunder. It is expressly understood and agreed that BBMP is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of contract law. The SERVICE PROVIDER expressly agrees, acknowledges and understands that BBMP is not an agent, representative or delegate of the Government of Karnataka or Government of India and Governments and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract.

30. The SERVICE PROVIDER shall also comply with all necessary provision under the relevant Acts, Rules and Regulations and liable to pay for damages arising due to non compliance and shall be bound to bear the cost of defence of every suit, action for other legal proceedings that might be brought to any person for injury sustained due to non compliance of the above provisions and to pay damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of

the SERVICE PROVIDER be paid in connection with any compromise or claims by such person.

31. The SERVICE PROVIDER or their employees shall not carry any hazardous explosives, ammunitions or engage in any anti social activities, The SERVICE PROVIDER shall not deploy terrorists, convicts etc., in BBMP and it will be the sole responsibility of the SERVICE PROVIDER to verify the antecedents of the manpower engaged by them. The Consortium office shall not assume any responsibility or liability for violations of the Law.

32. The employees of the Service Provider will be entitled for only gazetted Holidays declared by BBMP and a casual leave of one day for every month, totaling to 12 days per annum. Any other types of leaves applicable to regular/contract employees of BBMP will not be applicable to these employees.

33. This appointment through agency shall not be construed as an appointment in any regular scale of pay or shall not be intended to give rise to any claims whatsoever as to appointment on permanent basis etc., in BBMP.

34. The staff supplied by the SERVICE PROVIDER shall perform their duties diligently and maintain due secrecy in respect of confidential information which he may come to know in the course of their duties.

35. The staff / workmen so engaged in the contract shall not divulge any information to anybody or matter concerning the decision of the Board / Committee/DP etc.,

36. The manpower engaged by the SERVICE PROVIDER shall at all time take steps to ensure and protect the interest of BBMP and render professional services with utmost integrity, interest, honesty, devotion and diligence.

37. The SERVICE PROVIDER shall furnish Executive Engineer, Byatarayanapura Division the **copies** of various returns submitted to the labor Authorities like PF. ESI etc., along with monthly bills. Also a signed copy of pay slips of all staff deployed to BBMP to be submitted with monthly bills as proof of payment to staff so paid by the BBMP. Monthly statements showing PF & ESI of each staff along with PF & nos. to be attached and a copy of deduction statement showing PF and ESI shall be given to employees every month after verified by Assistant Executive Engineer, (Kodigehalli sub division)

38. The SERVICE PROVIDER shall indemnify and hold harmless the BBMP against any and all claims, demands and / or judgments of any nature brought against the BBMP arising out of the services by the Service Provider and its staff under the contract, the obligation under this Clause shall survive the termination of the Contract.

39. In this tender document the works of company and client means BBMP only, Further Agency and Firm means the Service Provider (SP)

40. The tenders will be evaluated based on the evaluation criteria shown in the tender.

41. The successful SP will have to furnish performance security sum as per letter of acceptance from any scheduled bank other than co-operative banks, which will not bear or earn any interest in the name of Commissioner, BBMP.

42. During the tenure of the contract, BBMP reserves the right to either increase or decrease the number of staff.

43. The contractor shall not assign this contract or sub-contract any portion without BBMP prior written consent.

44. BBMP desires to award the work to the agency having at least one satisfactory service certificate from Govt./PSU clients, however, if no such party is found in the process, BBMP will be at discretion to select Service Provider with no experience of Govt. / PSU clients, Bidder may send their bids accordingly.

45. No near relatives of the officials employed in BBMP are eligible to bid this tender.

46. The SP should have experience of providing the similar services such as IT –enabled services to at least one Govt. organizations, Departments and PSU clients. Experience of providing security related manpower will not be considered.

47. The Service Provider shall submit to the Employer the list of personnel deployed by him along with medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent) and telephone number if available for record by the Employer.

48. The persons so deployed shall not be below 18 years and not above 55 years. They will perform their duties to the satisfaction of the Employer. A representative of the Service Provider will report at least once in a month to the Employer or his representative at least once in a month for co-ordination with the Employer.

49. The personnel deployed by the Service Provider shall be covered as per applicable act and rules under the Minimum wages act ESI, PF, Gratuity and Bonus etc., as applicable taxes.

50. The service provider shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labour laws.

51. After deducting the applicable employee's contribution of PF (present rate), ESI (present rate) and professional tax if any. The payment to the personnel should be made only by ECS mode within fifth day of the next month for which the payment is due. The deducted employee's contribution should be deposited in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed time period.

52. The Service Provider shall also deposit the applicable Employer's contribution of PF (present rate 13.61%) and ESI (present rate 4.75%) professional tax in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period.

53. The Service Provider shall submit his invoice for the month before the tenth of the next month. The invoice shall give the following details:

1. Salary for the personnel based on attendance certified by concerned officer (computed at the quoted rate per month of 30 days less the employees contributed of (PF and ESI) .

2. Employees contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities.

3. Employers contribution of PF and ESI supported with proof of having deposited the same with appropriate authorities.
4. Service Providers fees computed on the total of 1 to 3 above.
5. Tax payable if any at the current rates on the total of 1 to 5 above.

54. The Annual statement of accounts in respect of each personnel as issued by the Regional Provident Fund Commissioner and ESI shall be furnished to each of the personnel with copy to the Employer.

55. The SP shall ensure the personnel have passed a medical examination by registered medical practitioner certifying that they are fit for duties for which they are engaged.

56. The SP shall pay the monthly remuneration to the deployed staff as per the pay structure indicated in the tender document, after deducting the statutory deductions like PF, ESI (employee contribution) etc., & all applicable taxes.

57. The SP shall issue a Service Certificate in form XV to every employee whose services have been terminated by the SP.

58. The SP shall pay to the employees the minimum rates of wages prescribed for that employment. Where the work performed by the employees is same or similar kind of work as the workmen directly employed by the principal employer, then the wage rates, holidays, hours of work and other conditions of service of the contract workmen shall be the same as are applicable to the workmen directly employed by the BBMP on the same or similar kind of work. Wages to the workmen shall be paid without any deductions of any kind except those permissible under Payment of Wages Act, 1936.

59. The SP has to send a half-yearly return in form XXIV in duplicate to the Licensing officer not later than 30days from the close of half year (1st January and 1st July every year)

60. The SP has to display an abstract of the Act and Rules in English and Kannada and also in the language spoken by the majority of the employees.

61. The SP has to submit a return in form VI-A to the Inspector intimating the actual dates of the commencement and completion of contract work within 15 days as the case may be.

62. The license shall be displayed by the SP prominently at the place of work

63. The SP shall maintain personal register of each employee.

64. In case of delay in the release of payment to the Bidder, SP should make payment to the staffs towards their own internal sources atleast for the period of three-month (Liquid Cash Balance) amount should be maintained in the bank.

65. The Service Provider shall be liable to the orders / Notifications / Circulars with regard to contract labours under the different labour acts which have been notified by the Government.

66. The Service Provider shall be remove all flex, banners etc., during all shifts

67. The Service Provider shall be remove all unauthorized laid cables twice in a week

68. The Service Provider shall Remove (clear) encroachments of footpaths during all shifts

69. Deploy Separate Labours for each shifts. (3 shifts)

3.50 Mode of Monthly payment

3.50.1 All the Drawing Officer's shall submit the attendance (certified by incharge officers) certificates of staff to the SP on 2nd of every month. The SP shall submit the salary bill of staff to the Assistant Executive Engineer, Kodigehalli sub division on or before 5th of every month.

3.50.2 The Assistant Executive Engineer, Kodigehalli sub division shall after due verification of bill submitted by the SP make monthly payment to the SP

3.50.3 The monthly salary to the staffs shall be made through the electronic clearance system (ECS) by the SP on or before **05th of every month**.

3.50.4 A copy of monthly aquittance sheet including the bank statement of the previous month should be submitted by the SP to Executive Engineer, After verifying the same the monthly payment to the SP be made.

3.50.5 In case of default in payment, the Executive Engineer, Byatarayanapura Div, Yelahanka Zone issue a show cause notice to the SP regarding the default which shall be redressed within next 24 hours.

3.50.6 If the SP fails to redress the non-payment of salary within 24 hours from the time of issuance of a show cause notice by Executive Engineer, Byatarayanapura Div, Yelahanka Zone and the authority shall impose a penalty equal to the monthly defaulted salary of the staff.

3.50.7 In case of 2nd default, the Executive Engineer, Byatarayanapura Div, Yelahanka Zone shall along with imposing a penalty as above, the Executive Engineer, Byatarayanapura Div, Yelahanka Zone shall report the matter to the Commissioner, BBMP

3.50.8 In case of 3rd default, Executive Engineer, Byatarayanapura Div, Yelahanka Zone shall recommend for the termination of services of SERVICE PROVIDER to the Commissioner, BBMP.

3.50.9 The Assistant Executive Engineer, Kodigehalli sub division and Executive Engineer, Byatarayanapura Div, Yelahanka Zone shall ensure all statutory deductions like ESI, PF, GST tax and any other applicable taxes etc., before making the payment to the SERVICE PROVIDER every month through ECS.

SECTION 4

BRUHAT BANGALORE MAHANAGARA PALIKE

Sub: Providing Emergency relief task force team to Yelahanka Zonal Control Room for the year 2023-24. for 365 days.

Qualification of Staff

Sl. No.	Particulars	Requirement
1.	LCV and Driver	LCV should be own or leased and in good running Condition and not older than 15 years & having valid licenses like fitness, pollution control, insurance, etc., from concerned departments. Driver should have good physique and health with valid driving license and minimum of SSLC Qualification.
2	security guard	Minimum 7th Standard passed, Physically fit, Proficiency in Kannada and age group of 20-40 years

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SECTION 5

Form Of Bid, Technical Bid

To,

Executive Engineer,
Executive Engineer,
Byatarayanapura Division,
No. 2152/20, Defence Colony,
Sahakara Nagara,Bangalore-92

Subject: **Providing Emergency relief task force team to Yelahanka Zonal Control Room for the year 2023-24. for 365 days**.

Tender No: /_____ dated-----

Dear Sir,

1. I/We, the undersigned (hereinafter called The Bidder having read & examined all the Sections i.e., Statutory obligations and General Term & Conditions Manpower requirements etc in connection with the above mentioned works offer to execute and complete the whole of the said work as awarded to us, in conformity with the terms and conditions and as per Agreement.
2. I / We, hereby submit our bid and undertake to keep our bid for above work valid for a period of 180 days from the date of opening of bid. We hereby further undertake during he said period I/we shall not vary/alter or revoke my/our bid.
3. Until an agreement is prepared an executed, this offer together with our written acceptance thereof, shall constitute a binding contract between us. We understand that BBMP is not bound to accept the lowest of any offer it may receive. If our offer is accepted, we undertake to complete the whole of the said work as warded to us within the time stated herein.
4. If our bid is accepted, we will submit as performance security sum of equivalent to 10% of the total value of the contract (Payment released by BBMP for 24 months).
5. We will supply the dedicated staff to perform the assigned work diligently and ensure 100% accuracy and timelines at all time.
6. We will forward the payroll sheet to you or **Executive Engineer, Byatarayanapura div, Yelahanka Zone** which will ensure 100% transparency in our transactions.
7. We shall indemnify and hold harmless the Consortium against any and all claims, demands and / or judgments of any nature brought against the Consortium arising out of the Services of our staff deployed under the contract.
8. The particulars of our Organization & other relevant details/supporting documents are enclosed.

Signed----------

In the Capacity of ----------

Duly authorized to sign offers for and behalf of

Bidder’s name----------
Designation----------
Phone no----------

Technical Bid Check List

Sub: Providing Emergency relief task force team to Yelahanka Zonal Control Room for the year 2023-24. for 365 days.

Tender ref: Date:

To be filled in by the bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder along with Contact details	
2.	Tick as applicable 1) Whether Bidder has registered in CPWD/KPWD/BBMP/ Railways/other state Govt. Organization and their office and business establishment in City of Bangalore 2) The Bidder shall have past experience for having executed similar nature of single work / service costing not less than 50% of the amount put tender. The Work done certificate shall be issued by not below the rank of Executive Engineer duly indicating BOQ & amount of work done. 3) **A**) The bidder shall have a minimum turnover of Rs. 176 lakhs in any 2 years of the preceding five (05) financial years Supported by CA Certificates. **B)** Is your concern incorporated under the Companies Act of 1956. 4) Whether Bidder has posses required LCV, Pumpsets, Equipments as specified in BOQ & Man Power required either own or leased, a supporting document to this effect shall be furnished. 5) Whether bidder has furnish balance sheet of Preceding 3years duly certified by CA. 6) Do you have a specific license from the Labour Department/Inspector of Factories/Shops/Labour for undertaking service contracts 7) Registration / Allotment no of ESI 8) Registration / Allotment no of EPF 9) Registration / Allotment no of GST 10) Details of Records Maintenance as per Contract Labour (Regulation and Abolition) Act. 1970. (Attach proof of all above items)	Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No

		Yes/ No
3.	Income tax Permanent account Number (PAN): (attach proof of allotment, it should be allotted to the bidder PAN No……	Yes/ No

Date Signature
Seal Designation

SECTION 6

UNDERTAKING AND CERTIFICATION OF NON-PARTICIPATION

This deed of undertaking executed on this ----- day of ----- two thousand and ---------- by (name of sole proprietor/partner/Director/authorized representative, the Firm, Company or partnership etc)---------- S/O ---------- residing at ----------on behalf of said M/s ---------- (c) having it's office at ---------- and duly authorized to sign, and verify present undertaking by the said ---------- (Name of the Firm, Company, Trust, Society etc) in favour of General Consultant to BBMP having it's Office at 1st floor, NR Square, Banaglore-560 002, Hereafter called BBMP (which terms shall mean and include its successors, administrator, heirs and assigns.

Whereas BBMP invited bids for ---------- I/We participated in the bidding process and emerged as successful bidder with respect to Tender no. ---------- I/We ---------- acknowledge that I/We ---------- have fully understood and are aware of the terms & conditions of the Tender / Contract and do hereby unequivocally and unconditionally undertake and declare that.

1. I/We ---------- shall comply with all the Rules / Regulations/ Laws/Government instructions/status etc., that are applicable / will be made applicant and or are aimed to protect the interest of the workers/employees engaged by me / us in the past and during the course of performance of the contract with BBMP.
2. I/We comply with the tender conditions.
3. I/We protect, indemnify and hold harmless BBMP and its employees, officers, directors agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
    a. Any breach violation of any direction, order from any governmental authority any provisions of the labour laws, statue

or regulation that are of will be aimed to protect the interest of the workers/ laborers engaged by the service provider in pas and during the course of this contract OR.

b. Any other payments, Claims or liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws etc. OR
c. And other claim made by any third party in connection with any violation of any of laws, guidelines, instruction etc., in witness whereof this undertaking has caused on the ---------- Day ---------- Month of ---------- year----------

Date:
Place

Signature----------

Name----------
Designation ----------

Witness 1. ----------

2. ----------

(Certificate of Non-participation of near Relatives in the tender called for **Providing Emergency relief task force team to Yelahanka Zonal Control Room for the year 2023-24**. for 365 days. through as required under Section IV.

CERTIFICATE

I ---------- S/o ----------
----------hereby certify that none of my relative (S) are employed in BBMP, In case at any stage, it is found that the information given by me is false/incorrect, BBMP shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Service Provider

Signed
Name

Position

Date

SECTION 7

CRITERIA FOR EVALUATION

Name and Postal Address of the Bidder along with Contact details

S.No.	Attribute	For the use of Officers only	
		Points Allotted	**Points Obtained**
1.	Bidder has their office and business Establishment in City of Bangalore.	If “No”, reject the tender	
1. 2.	The bidder shall have a minimum turnover of Rs. 176 lakhs in any 2 years of the preceding five (05) financial years Supported by CA Certificates.	If “No”, reject the tender	
3.	The Bidder shall have past experience for having executed similar nature of single work / service costing not less than 50% of the amount put tender.The Work done certificate shall be issued by not below the rank of Executive Engineer duly indicating BOQ & amount of work done.	If “No”, reject the tender	
4.	If Bidder company (Service Provider) is: a) Is your concern incorporated under the Companies Act of 1956 b) Are you registered Contractor in CPWD/KPWD/BBMP/Railways/MES/NH/other state Govt. organization. c) Do you have a specific license from the Labour Department / Inspector of Factories / Shops/Labour for undertaking service contract..... d) Registration / Allotment no. for ESI e) Registration / Allotment no. for EPF f) Satisfactory Service certificate from Govt/PSU clients g) Bidder/ Service Provider have own / leased LCV with Valid license from Transport Department (Attach proof of all above items)	a)=10 b)=10 c)=15 d)=15 e)=15 f)=10 g)=05	
5.	Income Tax Permanent Account Number (PAN) (attach proof of allotment, it should be allotted to the bidder.) PAN No.	Yes=05 No=00	
6.	Whether Income Tax returns filed for the past 2 years (attach proof)	2 years =10 1 year =05 Not filed =00	
7.	GST & Applicable Taxes Registration Number _____ (attach proof of allotment, it should be allotted to the bidder.)	Yes=05 No=00	

Maximum points allotted .....100 (Hundred only)

(Note: The bidder who has maximum points among all the Bidders will be the Bench Mark for comparison with other Bidders. If any bidder is having

less than 75% of Bench Mark, then those bidder may be dropped or failed to meet technical qualification criteria.

SECTION 8

CONTRACT AGREEMENT

This CONTRACT SERVICES AGREEMENT (hereinafter referred to as the Agreement) is executed on this ------- day of ---- by and between --------- having its registered office at -------- shall mean and include all its legal representatives, and assigns of the First Part, referred as Service Provider (SP)

AND

Bruhat Bangalore Mahanagara Palike located at NR Square, Hudson Circle, Bangalore – 560098 hereinafter referred to as "BBMP" which term shall mean and include all its legal representatives, and assigns of the Second Part.

This contract agreement is valid for a period of Two years, extendable depending upon the performance of the Service Provider and mutual consent by both the parties.

The BBMP shall ensure that it shall share the attendance sheet of the Contract Employees with the Contract Firm on the 1st day of every month for services performed in the previous month so as to enable the Service Provider to process the Payroll statement.

The Service Provider shall ensure that it shall prepare and forward the Payroll Sheet as per the attendance approved by the client in the time sheet on or before 3rd day of every month for services performed in the previous month.

The BBMP shall ensure that on receipt of the Payroll sheet make ECS payment to the Service Provide (CONTRACT FIRM) for the aforesaid Service Provider which shall include all components of salary, contribution to employee's PF, ESI incentives etc…, and service charges of the Service Provider as agreed upon during the time of this contract. The BBMP shall deduct taxes and income taxes as TDS on the service charges by the Service Provider at prevailing market rates.

THE SERVICE PROVIDER shall charge the BBMP a service charge as per LOA dated ---- on the Gross Salary earned by all Contract Employees rolls during the period of this contract.

The SERVICE PROVIDER shall raise an invoice on BBMP for services performed in the previous month on or before 5th of every month.

The BBMP agrees to pay the Contract Fee as per the invoice / Payroll statement which is payable by the BBMP within fifteen working days from the date of receipt of bill for services performed in the previous month so as to enable the Service Provider to make payment of their Contract Employees. But the SERVICE PROVIDER should make their own arrangements to pay all the staff their salary within 5th day of every month from their own sources for 03 months.

The employees of the Service Provider will be entitled for only gazetted Holidays declared by BBMP and a casual leave of one day every month Any other types of

leaves enjoyed by regular / contract employees will not be applicable to these employees.

The SERVICE PROVIDER shall make necessary and prompt arrangement for alternative staff in case the staff engaged proceeds on leave for more than 2 days.

The staff shall be regarded on the rolls of the SERVICE PROVIDER and shall not have any claim for continuation in BBMP and SERVICE PROVIDER shall be liable to comply with all the requirement of laws.

In the event of default on part of the SERVICE PROVIDER to provide requisite number of staff during the period of contract, the contract will be terminated and entrusted to another SERVICE PROVIDER / Firm at the risk and cost of the defaulting SERVICE PROVIDER / Firm.

The employees of the Service Provider shall diligently follow the instruction of senior officers and authorities under whom they are posted from time to time and will ensure service deliverables as required by them.

The employees of the agency may be required to attend office beyond office hours of on holidays as and when there is need for such work and such employees will be given leave of the total extra hours worked and in no circumstances any extra payment will be made on this account.

It will be the liability of the agency of for all loss or damages caused by the employees of the Service Provider out of their actions, default or negligence.

BBMP shall have the right to instruct the SERVICE PROVIDER to remove any person engaged for rendering services on account of unauthorized absence, misconduct, non-co-operation unfit otherwise.

SERVICE PROVIDER shall ensure that its candidates have made truthful representations in their resumes SERVICE PROVDER shall ensure that it has verified the basic credentials of the candidate like education, experience, technical competency, salary details etc before short-listing.

The Service Provider shall submit to the Employer the list of personnel deployed by him along with medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), telephone number for record by the Employer.

The persons so deployed shall not be below 18 years and not above 55 years. They will perform their duties to the satisfaction of the Employer. A representative of the Service Provider will report at least once in a month to the Employer or his representative at least once in a month for co-ordination with the Employer.

The personnel deployed by the Service Provider shall be covered as per applicable act and rules under the Minimum wages act ESI, PF, Gratuity and Bonus.

The service provider shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labour laws.

After deducting the applicable employee’s contribution of PF (present rate 12%), ESI (present rate 1.75%) and professional tax if any. The payment to the personnel should be made only by ECS within fifth day of the next month for which the payment is due. The deducted employee’s contribution should be deposited in the accounts of the personnel through nationalized banks to the appropriate

authorities within the prescribed time period failed which the Service Provider will be held responsible.

The Service Provider shall also deposit the applicable Employer's contribution of PF (present rate 13.61%) and ESI (present rate 4.75%) professional tax in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period failed which the Service Provider will be held responsible.

The Service Provider shall submit his invoice for the month before the tenth of the next month. The invoice shall give the following details:

1. Salary for the personnel based on attendance (computed at the quoted rate per month of 30 days less the employees contributed of (PF and ESI) supported by certified attendance sheet.
2. Employees contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities.
3. Employers contribution of PF and ESI supported with proof of having deposited the same with appropriate authorities.
4. Service Providers fees computed on the total of 1 to 3 above.
5. Service tax payable if any at the current rates on the total of 1 to 5 above.

The Annual statement of accounts in respect of each personnel as issued by the Regional Provident Fund Commissioner and ESI shall be furnished to each of the personnel with copy to the Employer.

This is a contract Services Agreement and the liability of BBMP is limited only to the payment of agreed Contract Fees as mentioned. This Agreement shall not be interpreted as creating any legal relationship between BBMP and the Service Provider.

This is a full and final agreement and this agreement supersedes all prior agreement, either verbal or written, However, all Bid forms and the Statutory Obligations and General Terms & Conditions signed separately also form part of this contract, Courts at Bangalore shall have jurisdiction over this Contract.

For (Service Provider)	For BBMP
Signature	Signature
Name Designation Designation	Name